REMARKS

Claims 1-36 were originally presented in the subject application. Claims 1, 13 and 25 were amended in an Amendment and Response to Office Action dated June 4, 2004. Claims 37-48 have herein been added to more particularly point out and distinctly claim the subject invention. No claims have herein been amended or canceled. Therefore, claims 1-48 remain in this case.

The addition of new matter has been scrupulously avoided. Support for new claims 37-48 can be found throughout the specification, for example, claims 1-12.

Applicants respectfully request reconsideration and withdrawal of the grounds of rejection.

Comment on Response to Arguments

On page 8 of the final Office Action, the following is alleged (underlining in original):

> The Examiner notes, Conklin discloses a method wherein the buying process shown in FIG. 1g includes search and devaluate process 70, which enables a prospective buyer to find companies and their products in the community and investigate their prices, terms and service offerings. If a buyer is interested in opening negotiations with a particular seller, the propose orders processes can be based on catalog prices or desired prices and other terms. In this case the buyer can view a seller's price in a catalog, then negotiate a new price with that seller based on other relevant procurement factors.

Applicants submit that a catalog price cannot be an entitled price as claimed for at least one simple reason; there is no entitlement to that price. An advertised price that is not somehow disclaimed merely creates an offer. No entitlement is created until there is at least acceptance of an undisclaimed offer. Negotiating a different price or other terms merely creates a different offer. Moreover, catalogs and web sites typically include some variant of a disclaimer that prices are subject to change without notice, and that the merchant is not responsible for pricing errors and reserves the right to cancel orders for various reasons. Attached hereto are two such examples: the relevant Terms of Use from walmart.com; and a disclaimer from a Dell catalog. Indeed, consistent with the definition for "entitled price" given in the present application at page 2, lines 12-16, Webster's Ninth New Collegiate Dictionary defines "entitlement," in relevant

part, as "a right to benefits specified esp. by law or contract." Thus, there is no entitlement to a disclaimed catalog or web site price. Similarly, a "desired" price cannot be an entitled price, as there is also no entitlement. The scenario of Conklin et al. cited in the final Office Action does not describe any kind of entitlement on the part of the buyer, and, thus, there can be no entitled price.

The final Office Action also alleges that:

> Furthermore, the fact that the entitled price is based on a preexisting entitlement is not an active step within the method and thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability.

The definition for entitled price given in the present application makes clear that it is the price a buyer is entitled to for a given item based on an entitlement. Such entitlement must necessarily already exist in order for the buyer to have a right to an entitled price. Thus, the definition clearly implies a preexisting entitlement. For at least the reason that a preexisting entitlement necessarily flows from the definition, Applicants submit that it cannot be ignored or dismissed, and must be considered as part of the claim. Moreover, it clearly takes the claim out of the Conklin situation where terms are being negotiated to a point in the buyer-seller relationship after the terms have already been settled. As consistently argued, the present invention and Conklin take place at very different points in the buyer-seller relationship.

35 U.S.C. §102 Rejection

The final Office Action rejected claims 1-3, 9-15, 21-27 and 33-36 under 35 U.S.C. §102(e), as allegedly anticipated by Conklin et al. (U.S. Patent No. 6,338,050). Applicants respectfully, but most strenuously, traverse this rejection as it relates to the amended claims.

With respect to the anticipation rejection, it is well settled that a claimed invention is not anticipated unless a single prior art reference discloses: (1) all the same elements of the claimed invention; (2) found in the same situation as the claimed invention; (3) united in the same way as the claimed invention; (4) in order to perform the identical function of the claimed invention.

Amended claim 1 recites, for example, electronically sending by a requestor a request for an entitled price *based on a preexisting entitlement* from a public electronic environment. The entire application discusses the difficulties with entitled prices, the entitlement information (e.g., contract information) sitting behind a protected private electronic environment. Due to the complexity of volume purchaser arrangements, a given person purchasing for a corporation, for example, will not know what price he or she is entitled to under contract as a buyer for the corporation, and looks to the seller to provide that. That is precisely where the present invention takes place. Although Applicants view the "preexisting entitlement" aspect as always having been present by virtue of the definition of "entitled price" given in the application, it is clear from the Office Action that this aspect has not heretofore been appreciated. Thus, Applicants do not view this as limiting the claims anymore than they were originally. The present invention simply takes place at a different point in the buyer-seller relationship than Conklin et al. More specifically, Conklin et al. takes place in the initial stage negotiations process, up to the time of reaching a negotiated price, whereas the present invention takes place at a later stage after the terms between the parties have already been set. This is made clear in the definition at page 2 of the present application (...the price a buyer is entitled to for a given item based on an entitlement...). In Conklin et al., the parties are negotiating a price, and, thus, no entitlement has yet been created.

Claim 1 also recites, as another example, obtaining the entitled price (which as noted above is an entitled price based on a preexisting entitlement) within the private electronic environment while the requestor waits. Against this aspect of claim 1, the Office Action cites to the abstract of Conklin et al. However, the Conklin et al. abstract merely discloses website creation for buyers and sellers to negotiate terms, and, therefore, cannot disclose an entitled price based on a preexisting entitlement, much less obtaining one within a private electronic environment while the requestor waits.

Likewise, claim 1 recites, as another example, automatically returning the entitled price (based on a preexisting entitlement) from the private electronic environment to the public electronic environment for providing to the requestor. Again, since Conklin et al. does not disclose such an entitled price, it cannot disclose returning one.

Therefore, for at least all the reasons noted above, Applicants submit that claim 1 cannot be anticipated by, or made obvious over, Conklin et al.

Independent claims 13 and 25 have also been amended to include a similar recitation. Thus, Applicants submit they too cannot be anticipated by Conklin et al.

CONCLUSION

Applicants submit that the dependent claims not specifically addressed herein are allowable for the same reasons as the independent claims from which they directly or ultimately depend, as well as for their additional limitations.

For all the above reasons, Applicants maintain that the claims of the subject application define patentable subject matter and earnestly requests allowance of claims 1-48.

If a telephone conference would be of assistance in advancing prosecution of the subject application, Applicants' undersigned attorney invites the Examiner to telephone him at the number provided.

Respectfully submitted,

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